

**CITY OF MIDDLETOWN-PURCHASING OFFICE  
MUNICIPAL BUILDING, ROOM 112  
245 DEKOVEN DRIVE  
MIDDLETOWN, CT 06457  
(860) 638-4895**



**CONTRACT DOCUMENTS**

**BID #2014-027**

**PURCHASE AND INSTALL OF TWO (2)  
AERATOR FOUNTAINS WITH LED LIGHTING SYSTEM  
AT BUTTERNUT HOLLOW**

**PUBLIC WORKS DEPARTMENT  
City of Middletown, Connecticut**

**BID OPENING: Wednesday, August 13, 2014 at 11:00 am  
QUESTIONS: Contact the Purchasing Office at (860) 638-4895**

**DONNA L. IMME, CPPB  
SUPERVISOR OF PURCHASING**

**CARL R. ERLACHER  
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

**BID 2014-027 PURCHASE AND INSTALL OF TWO (2) AERATOR FOUNTAINS WITH LED LIGHTING SYSTEM AT BUTTERNUT HOLLOW- PUBLIC WORKS DEPARTMENT**

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Hereinafter referred to as the **Contract Documents**

**INVITATION TO BID  
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Purchasing Supervisor, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received **Wednesday, August 13, 2014 at 11:00 am** for the following contract:

**BID #2014-027  
PURCHASE AND INSTALL OF TWO (2) AERATOR FOUNTAINS  
WITH LED LIGHTING SYSTEM  
AT BUTTERNUT HOLLOW  
PUBLIC WORKS DEPARTMENT**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: [www.MiddletownCT.gov](http://www.MiddletownCT.gov).** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-4895 or email at [purchase@MiddletownCT.gov](mailto:purchase@MiddletownCT.gov).

**A Pre-Bid Meeting** has been scheduled for **Thursday, July 31, 2014 at 10:00 am at the site. Butternut Hollow Park; 319 Butternut Street & Thomas Street, Middletown, CT 06457.** Bidders are advised that attendance at the pre-bid meeting is not mandatory but is **strongly recommended**.

Bids will be publicly opened and read aloud in **Room 208**, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut. All bids shall be submitted on the designated forms in an envelope using the Bid Return Label provided as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

**Dated 07/24/2014**  
Middletown, Connecticut

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Donna L. Imme, CPPB  
Supervisor of Purchases

## INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work or furnishing the specified items will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable thereafter. Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interest public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in a sealed envelope and clearly marked with the bid number and description with the Bid Return Label provided in this package.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. Bidders must type or use black pen at all times.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected. Conditional or qualified bids shall not be accepted by the City.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be in a notice of award, in writing and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award **one (1) contract in the aggregate** to the lowest responsible bidder, complying with these specifications, submitting the lowest total cost to complete the project, provided sufficient funds are available to award the contract.

8. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include the purchase and install of two (2) aerator fountains with LED lighting system including all construction, labor, equipment, materials and incidentals required necessary to comply with the City's requirements.

9. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building,

Middletown, Connecticut, 06457. **Questions may be sent via fax to (860)638-1995.**

To receive consideration, such questions shall be submitted in writing no later than **Wednesday, August 6<sup>th</sup> by 3:30 pm.** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Purchasing Supervisor to determine the equality or suitability of the product or method. In general, the Purchasing Supervisor will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, the Purchasing Agent will post the notice to the City's web site. It is the responsibility of the vendor to verify that addenda's have been issued and that they have all appropriate information as it relates to the project.

Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each bidder to determine whether any addenda have been issued and if so whether he/she has received a copy of each. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

10. Termination of Agreement - The City reserves the right, if it determines it to be in the City's best interests, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving five days advance written notice to the bidder of such termination in the month in which the termination is to take effect. The bidder shall be compensated at the bid prices, for only those items and services provided up to the end of that month.

11. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Purchasing Supervisor within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required for the faithful execution of the contract document.

12. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

13. Delivery and Payment Terms - Items to be furnished pursuant to this contract shall be delivered Free on Board, freight prepaid, hereinafter referred to as FOB, City of Middletown to that location specified on the purchase order and shall be an inside delivery. Prepayment discounts for early payment are preferred. All others shall be net 30 days unless specified otherwise. The bidder shall provide an itemized invoice to the Department Director upon delivery.

The Department Director shall then review and approve the invoice for payment and forward same to the Finance Department for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

14. Quantities - The quantities specified herein are approximate only and are not **guaranteed**. They are included to provide the bidder with an estimate of the quantities required pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required or may delete items at the time the contract is awarded without prejudice toward the quoted bid price if to do so is in the City's best interest.

15. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

16. Firm Pricing - The City of Middletown requires that all bidders provide firm bid pricing for the minimum period of ninety (90) calendar days from the date of

receipt of bids.

17. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

18. Warranty - The bidder shall guarantee their material and workmanship to be free of defects for the minimum period of twelve (12) months from the date of installation.

19. Substitutions - Substitutions for those items where "No Equivalent" is specified shall not be acceptable to the City of Middletown.

20. Partial Award - The City of Middletown shall reserve the right to award the contract in its entirety or to award any part thereof and shall reserve the right to make a partial award.

21. Right of Cancellation- The City of Middletown shall reserve the right to cancel this bid request in whole or part without penalty at any time prior to the date established for the receipt of bids. If the City elects to cancel this request all prospective bidders shall be notified by a written addendum to this contract.

22. Bid Prices- The cost quoted per job shall be inclusive of all labor, equipment, materials and incidentals required to complete the job as per the specifications described herein.

23. Site Visit- Bidders shall be required to complete an inspection of the site of proposed work to verify dimensions, and existing conditions affecting the work. Failure to complete this inspection shall not relieve the bidder of this responsibility or entitle them to any additional consideration or compensation with respect to this contract.

25. Pre-bid Conference and Inspection - A pre-bid

conference has been scheduled **for Thursday, July 31, 2014 at 10:00 am** at the site, Butternut Hollow Park; 319 Butternut and Thomas Street, Middletown, CT, \*pond is directly behind Butternut Playground, 319 Butternut Street, Middletown, CT. All prospective bidders are invited to attend this meeting to allow for questions and clarifications of the contract documents and to insure their understanding prior to bidding the project. Representatives of all interested bidders are requested and **encouraged** to attend this meeting.

The pre-bid conference shall provide a means for the bidder to identify inconsistencies in the bid documents. Should the bidder fail to identify inconsistencies at this time and a question arises after the bidding period, it shall be assumed that the bidder had a clear understanding of the requirements of the contract and submitted their bid accordingly

26. Equivalent or Equal Unit / Substitutions - Unless limited by the term "no substitute" the use of the name of a manufacturer of any particular make, model or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described, but the article offered must be of such character and quality and include any applicable options, accessories, etc. that it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the City to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

27. Wages and Salaries - The wage rates paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of contribution or payment paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-52 through 31-57a, inclusive, of the General Statutes, as amended, shall be at a rate equal to the rate customary or prevailing for the work in the same trade or occupation in the City of Middletown in which such public works project is being constructed.

Any bidder who is not obligated by agreement to make payment or contribution on behalf of such employee to any such employee welfare fund shall pay to each employee as a part of his wages the amount of payment or contribution for his classification in each pay day.

The wages paid to any mechanic, laborer, or workman employed on the work, herein contracted to be done, shall be at a rate customary or prevailing for the same work in the same trade or occupation in the City of Middletown.

Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, remodeling or repair of any public building for or on behalf of the City of Middletown or any of its agents at a rate of wage which is less than the rate of wage customary or prevailing for the same work in the same trade or occupation in the City, shall be fined not more than Fifty Dollars (\$50.00) for each offense.

28. Building Permits - The selected bidder shall be required to obtain all necessary State and Local permits prior to the start of work as applicable. Fees for local permits shall be waived, however fees for the State's portion still apply.

The bidders attention is directed to the fact that one or more permits are required under this project. The bidder shall be prepared to provide, as a condition of the bid, all work needed to secure the permits that are required for this project and shall reflect full cost for such work in their bid.

29. Laws and Regulations: The bidder's attention is directed to the fact that all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations, codes of all authorities having jurisdictions over construction work in the locality of the project shall apply to the contract throughout the completion of the work and they are deemed to be included herein the same as though written out in full; this includes the

municipality's equal opportunity requirements.

30. Notice of Special Conditions: Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following.

- Insurance Requirements; and
- Wage Rates; and
- Interpretation of Drawings and Specifications; and
- Equal Employment Opportunities as required by the City.

31. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties.

(5-14-93)

32. Workers' Compensation Act All bidders are required to conform to C.G.S. Section 31-286a, as amended, concerning worker's compensation insurance requirements for Contractors on Public Works projects. The bidder shall submit with his/her bid a completed and notarized Workers Compensation Act Conformance Form.

33. Americans with Disabilities Act - The bidder in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

**PURCHASING DEPARTMENT  
CITY OF MIDDLETOWN  
BID ATTACHMENT**

**CHAPTER 26, CONTRACTS**

**ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.**

**26-1 Contract Provisions Required**

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

**26-2 Enforcement Officer**

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

**26-3 Provisions to be Included**

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups ) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the

State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

**26.4 Notices to be posted on project site.**

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

**26.5 Subcontractors and Suppliers**

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

**26.6 Effect on other laws**

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

**(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)**



## **ARTICLE II TRADES WORKERS AND LABORERS.**

### **26-7 Provisions to be incorporated**

All contracts entered into between the City of Middletown and contractors which utilize trades workers and laborers by the contractor shall in the performance of the Contract incorporate the following provisions:

A. The Contractor shall hire residents of the City of Middletown to perform all necessary labor.

B. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire trades workers and laborers who reside outside the City, provided that prior to commencement or performance the contractor submits its reasons for such action in writing along with supporting documents to the City.

Such documents may consist of, but are not limited to labor contracts, lists of names and addresses of trades workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any party.

C. Prior to commencement of performance, and at any time after commencement of performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City. The contractor shall respond promptly to all inquires and requests for information and documents made by the City.

D. Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written statement which indicates the name of each worker scheduled to perform work for the contractor on each contract, the worker's City of residence and occupational title. The same shall be provided for all subcontractors working on the contract. The department shall forward copies of such statements to the Purchasing Agent upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. The amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the Office of the Purchasing Agent shall keep separate files of each construction project.

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

F. A copy of this ordinance shall be included and be part of the bid and contract documents. Reference to the page number of this ordinance shall be made in the index or table of contents of the bid and contract documents.

G. All tradesworkers and laborers hired to perform work under contracts that meet the total cost of construction amounts set out in Connecticut General Statutes § 31-53, as amended, shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contract.

### **26-8 Definitions**

As used in this article the following terms shall have the meaning indicated "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or

general contractor shall be responsible for the compliance of the subcontractors.

"Tradesmen" and "Laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

#### **26-9 Inspection and Enforcement**

A. The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to insure that the intent of this ordinance is met.

B. The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

C. The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

#### **26-10 Contract Compliance Committee**

A. There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council. Two of the committee members shall be Common Council members not of the same political party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment.

B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated.

C. The Purchasing Agent shall provide staff assistance to the committee.

(3/1/82, 11/1/02, 2/3/2003, 9/4/2007)

### **ARTICLE III ADEQUATE DELIVERY OF SERVICE**

#### **26-11 Provisions to be incorporated**

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

### **ARTICLE IV APPRENTICES**

#### **26-12 Provisions to be incorporated.**

All contracts entered into between the City of Middletown and contractors, which utilize apprenticeable trades, or occupations by the contractor in the performance of the contract shall incorporate the following provisions:

The contractor shall be affiliated with a state certified apprenticeship program for each apprenticeable trade or occupation represented in its workforce that is not otherwise governed by applicable state statutes and regulations.

## **26-13 Exception**

In the event the contractor is restricted by labor contracts, the contractor may not have to comply with the provisions of subsection (a). Provided that prior to commencement of performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts.

## **26-14 Enforcement**

The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party.

**(12/7/98, 11/1/02)**

## **ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS**

### **26-15 Compliance with state and federal laws required.**

All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of employees, including but not limited to unemployment compensation and workers' compensation. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of independent contractors, including but not limited to payment of the relevant prevailing wage rates.

## **26-16 Determination of status as employee.**

For purposes of this chapter, any person who meets 9 or more of the following criteria shall be considered an employee:

- A. The person is required to comply with company instructions about when, where, and how work is done;
- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.
- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.
- J. The person must perform work in a preset sequence.
- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.
- M. The person is reimbursed for all business and travel expenses.
- N. The person uses company tools and materials.
- O. The person has no significant investment in the facilities that are used.
- P. The person has no risk of loss.
- Q. The person works for only one company.

- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

#### **26-17 Enforcement**

Enforcement of this provision shall be monitored by the Building Committee or the Director of the City Department or Agency for which the construction is being done. If the construction, alteration or repair is being overseen by a building committee, the building committee shall monitor compliance with this section. Nothing in this subsection shall be construed to prevent the Public Works Department, the Contract Compliance Committee, the Purchasing Department or the Common Council from conducting independent investigations

and/or initiating enforcement through appropriate channels.

#### **26-18 Applicability**

This Section shall only be applicable to contracts signed on or after the date of its passage.

#### **26-19 Notice of Status**

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor.

(9/7/99, 11/1/2002)

**BID 2014-027**  
**PURCHASE AND INSTALL OF TWO (2) AERATOR FOUNTAINS**  
**WITH LED LIGHTING SYSTEM**  
**AT BUTTERNUT HOLLOW**  
**PUBLIC WORKS DEPARTMENT**  
**CITY OF MIDDLETOWN**

**GENERAL SPECIFICATIONS**

It is the intent of the City of Middletown to purchase and install two (2) aerating fountain units with LED lighting systems located at Butternut Hollow, Middletown, CT. Bid pricing to include all labor; units to be assembled and anchored with vinyl coated stainless steel cable with concrete anchors below surface, electrical panels mounted, all electrical work, all materials, trenching and training for facility staff. Install of units must be per national electrical code. Furnish all power from nearest power distribution panel. Systems shall be started and adjusted for proper operation.

**SPECIFICATIONS**

The following specifications are required for two (2) aerating fountain units:

- Both units shall be 2 HP - (2 HP- 230 Volt- Single Phase- 13 AMPS) with two GFCI Protected Weather Proof Control Panels (UL Listed) with Motor and light timers to operate units and lights
- Both units shall display a V-Shaped pattern no less that 8'H x 32'W with a minimum operating depth of 24".
- Both units to include a black float;
- Total cable length for 1 unit shall be 250' and
- Total cable length for 2<sup>nd</sup> unit shall be 300'.
- Both units and lights require separate cable runs with these totals.
- Both units shall have a 6 LED 9 watt light set with a one year manufacturer's warranty and shall include colored lenses (Red, Green, Amber, Blue, and Pink) for each fixture.
- Total light cable length for 1 unit shall be 250' and
- Total light cable length for 2<sup>nd</sup> unit shall be 300'.
- Both units shall have a three (3) year manufacturer's warranty.

**CITY OF MIDDLETOWN, CONNECTICUT  
WORKERS' COMPENSATION ACT  
CONFORMANCE FORM**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_ and all of its  
Company Name

subcontractors conform to all requirements of the Connecticut General Statutes Section 31-286a, as amended, concerning workers' compensation insurance requirements for contractors on public works projects.

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

**BID 2014-027**  
**PURCHASE AND INSTALL OF TWO (2) AERATOR FOUNTAINS**  
**WITH LED LIGHTING SYSTEM**  
**AT BUTTERNUT HOLLOW**  
**PUBLIC WORKS DEPARTMENT**  
**CITY OF MIDDLETOWN**

**BID PROPOSAL PAGE**

Issue Date: 07/24/2014 Reply Date: Wednesday, August 13, 2014 at 11:00 am

To: Purchasing Supervisor  
City of Middletown  
Room 112, Municipal Building  
245 DeKoven Drive  
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the information to bidders, general specifications, general conditions and related contract documents and propose and agree to contract with the City of Middletown in the form of an agreement to provide the services set for in the bid specification.

**Bid must be signed by bidder to be accepted:**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**SIGNATURE AND TITLE**

#	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
<b>Aerating Fountains with LED Lighting System</b>				
1	2	2 HP Aerating Fountains with LED lighting system as described in the specifications and contract documents for the lump sum cost of:  _____ Written Figures  <b>Aerating Fountain Manufacturer:</b> _____  <b>Model:</b> _____	(\$ _____ )	(\$ _____ )
<p><b>Quoted bid prices are all inclusive of <u>furnishing, delivery and installation</u> costs with the units delivered FOB, City of Middletown.</b></p> <p>The bidder shall, at his own expense, in strict conformity to the Contract Documents, furnish the aerating fountains with LED lighting system as specified to the City and the City will pay the bidder, who hereby agrees to receive and accept as and for his full compensation for fully completing the work required in full payment all sums due in accordance with the Contract Documents.</p> <p><b>TOTAL</b></p> <p style="text-align: right;">(\$ _____ )</p> <p><b>Written figures</b></p>				

This bid is made with the understanding that it cannot be withdrawn for thirty (30) days after the date set for opening of bids.

Be it understood and agreed that the prices bid for unit quantities of work in various items shall control in any contract awarded hereon, that the quantities noted are approximate only, being estimated solely for the purpose of comparing bids; and that the prices obtained above by multiplying the unit price bid by the estimated quantities, and the total of those products are computed solely for the purpose of checking this proposal and for the convenience of the bidder. The City of Middletown reserves the right to add any new items or to diminish or increase the quantities for any existing items without, prejudice towards the quoted pricing.

**We acknowledge receipt of the following addendum, IF APPLICABLE:**

Addendum # 1                      Date \_\_\_\_\_  
 Addendum # 2                      Date \_\_\_\_\_



**PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.**

Date:

\_\_\_\_\_  
**Corporation Name** (if applicable)

\_\_\_\_\_  
**Company Name**

**Mailing Address:**

**Payment Address** (If different from mailing addr.):

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
City, State and Zip

**FEIN NUMBER:** \_\_\_\_\_ -- \_\_\_\_\_

**Type of Organization:** \_\_\_\_\_ **Individual / Sole Proprietor**

**(Please Check One)**

\_\_\_\_\_ **Limited Liability Company / Partnership**

\_\_\_\_\_ **Corporation**

**Contact Information**

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Additional Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**SIGN HERE: I hereby certify that the above information is correct.**

\_\_\_\_\_  
**Print or Type Name & Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 18).**

**CITY OF MIDDLETOWN CONNECTICUT**  
**NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number (    ) \_\_\_\_\_

## APPENDIX B - INSURANCE REQUIREMENTS

Bid #2014-027  
PURCHASE AND INSTALL OF TWO (2) AERATOR FOUNTAINS  
WITH LED LIGHTING SYSTEM  
AT BUTTERNUT HOLLOW  
Public Works Department

### A. GENERAL REQUIREMENTS:

The **VENDOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **VENDOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **VENDOR** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **VENDOR'S** responsibility under this contract.

The **VENDOR**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **VENDOR** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

**In order to facilitate this requirement for insurance, it is recommended that the VENDOR forward a copy of these requirements to their insurance representative(s).**

### B. SPECIFIC REQUIREMENTS:

#### (1) Workers' Compensation Insurance -

The **VENDOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee

If the **VENDOR** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **VENDOR** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

#### (2) Commercial General Liability Insurance -

The **VENDOR** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the

Certificate of Insurance.  
(3) **Business Automobile Liability Insurance -**

The **VENDOR** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

In the case whereby the Vendor utilizes a Common Carrier to furnish the products purchased under this contract, this coverage would not be required.

**C. SUBCONTRACTOR REQUIREMENTS:**

The **VENDOR** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **VENDOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **VENDOR** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **VENDOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

**D. OTHER**

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE  
APPROVED AS TO FORM:**

---

**RISK MANAGER'S OFFICE**

**July 17, 2014  
DATE**

**Bid Return Label**

**Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.**

**Official Bid Documents Enclosed:**

**Bid # 2014-027 PURCHASE AND INSTALL OF TWO (2) AERATOR FOUNTAINS WITH LED LIGHTING SYSTEM AT BUTTERNUT HOLLOW**

**Return Date: Wednesday, August 13, 2014 at 11:00 am**

**City of Middletown Purchasing Department  
Municipal Building Room 112  
245 DeKoven Drive  
Middletown, CT 06457**

